



SIDLEY AUSTIN LLP
787 SEVENTH AVENUE
NEW YORK, NY 10019
(212) 839 5300
(212) 839 5599 FAX

cwork@sidley.com
(212) 839-5309

BEIJING
BRUSSELS
CHICAGO
DALLAS
FRANKFURT
GENEVA
HONG KONG
LONDON

FOUNDED 1866

LOS ANGELES
NEW YORK
SAN FRANCISCO
SHANGHAI
SINGAPORE
SYDNEY
TOKYO
WASHINGTON, D.C.

October 28, 2009

Anne K. Quinlan, Esq.
Acting Secretary
Surface Transportation Board
Washington, D.C. 20423

RECORDATION NO. 23151-I FILED

OCT 29 '09

12-55 PM



Re: RAIL-2000-FNBC

SURFACE TRANSPORTATION BOARD

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301 are two (2) copies of a Memorandum of Amendment to Memorandum of Loan and Security Agreement (RAIL-2000-FNBC), dated October 28, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Loan and Security Agreement previously filed with the Board under Recordation Number 23151-A.

The names and addresses of the parties to the enclosed documents are:

Trustee: U.S. Bank National Association, as successor to State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity but solely as Trustee
225 Asylum Street, 23rd Floor
Hartford, Connecticut 06103

Lender: AIG-FP Funding (Cayman) Limited
c/o Maples and Calder
P.O. Box 309
Ugland House
South Church Street
Georgetown, Grand Cayman
Cayman Islands KY1-1104

A description of the railroad equipment covered by the enclosed documents is:

2 railcars RELEASED: NS 166378 and SRY 005268

Sidley Austin LLP is a limited liability partnership practicing in affiliation with other Sidley Austin partnerships

Anne K. Quinlan, Esq.
October 28, 2009
Page 2

and

2 railcars ADDED: NATX 502404 and NATX 364387.

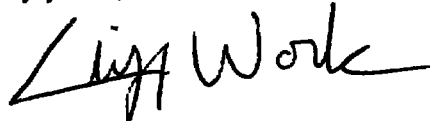
A short summary of the document to appear in the index follows:

Amendment to Memorandum of Loan and Security Agreement.

Also, enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Cliff Work", with a stylized flourish at the end.

Clifford M. Work

Enclosures

OCT 29 '09

12-55 PM

MEMORANDUM OF AMENDMENT TO
MEMORANDUM OF LOAN AND SECURITY AGREEMENT SURFACE TRANSPORTATION BOARD

This Memorandum of Amendment to Memorandum of Loan and Security Agreement with Recordation Number 23151-A, and which was filed with the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act on October 2, 2000, is made and entered into as of October 28, 2009, by and between U.S. BANK NATIONAL ASSOCIATION (as successor to State Street Bank and Trust Company of Connecticut, National Association), not in its individual capacity but solely as Trustee (hereinafter "Trustee"), and AIG-FP FUNDING (CAYMAN) LIMITED (hereinafter "Lender") respecting the Loan and Security Agreement Supplement (RAIL-2000-FNBC), dated October 28, 2009, which supplemented the Loan and Security Agreement (RAIL-2000-FNBC), dated September 27, 2000 (hereinafter, the "Loan Agreement") between Trustee and Lender.

Pursuant to the provisions of the Loan Agreement, Trustee and Lender hereby affirm and acknowledge that:

1. For good and valuable consideration, (a) Trustee has agreed to grant the Lender a first priority security interest in the Replacement Items of Equipment described in Schedule A attached hereto and (b) Lender has agreed to release its security interest in the Items of Equipment described in Schedule B hereto and such discharged Items of Equipment are no longer deemed Items of Equipment for any purpose, subject to the terms defined in the Loan Agreement.

2. Lender and Trustee further acknowledge and affirm that this Memorandum of Amendment to Memorandum of Loan and Security Agreement is not a summary of the Loan Agreement nor a complete recitation of the terms and provisions thereof. Accordingly, Lender and Trustee hereby agree that in the event of a conflict between this Memorandum of Amendment to Memorandum of Loan and Security Agreement and the provisions of the Loan Agreement, the provisions of the Loan Agreement, as the case may be, shall control.

3. This Memorandum of Amendment to Memorandum of Loan and Security Agreement is being recorded with the Surface Transportation Board pursuant to 49 U.S.C. § 11301.

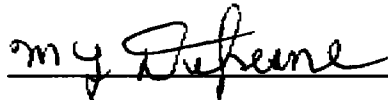
4. This Memorandum of Amendment to Memorandum of Loan and Security Agreement is being recorded with Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Memorandum of Amendment to Memorandum of Loan and Security Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first written above.

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION
(as successor to State Street Bank and Trust
Company of Connecticut, National
Association), not in its individual capacity, but
solely as Trustee

By: 

Name: Maryanne Y. Dufresne

Title: Vice President

STATE OF CONNECTICUT)
) SS:
COUNTY OF HARTFORD)

On the 28th of October, 2009, before me personally appeared Maryanne Y. Dufresne, to me personally known, who being duly sworn, that she/he is Vice President of U.S. Bank National Association, that said instrument was signed on behalf of said national banking association by authority of its Bylaws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

Karen R. Felt

My Commission expires



Memorandum of Amendment to Memorandum of Loan and Security Agreement

LENDER:

AIG-FP FUNDING (CAYMAN) LIMITED

By:  _____
CHRISTIAN TOFT
AUTHORIZED SIGNATORY

Name: _____

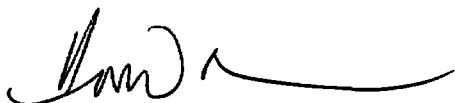
Title: _____

STATE OF CT)
) SS:
COUNTY OF Fairfield)

On the 15th of October, 2009, before me personally appeared Christian Toff, to me personally known, who being duly sworn, that she/he is Authorized Signatory of AIG-FP Funding (Cayman) Limited, that said instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission expires



Amie Meleshkewich
NOTARY PUBLIC
State of Connecticut
My Commission Expires 11/30/2013

Schedule A

REPLACEMENT ITEMS OF EQUIPMENT

<u>Car Mark</u>	<u>Car Type</u>	<u>Built Date</u>
NATX 502404	Hopper	2008
NATX 364387	Tank	2008

Schedule B

ITEMS OF EQUIPMENT TO BE REPLACED

<u>Car Mark</u>	<u>Car Type</u>	<u>Built Date</u>
NS 166378	PLASTIC	1999
SRY 005268	BOX	1999